

MEMORANDUM OF AGREEMENT

BETWEEN
HOWARD CENTER, Inc. ("Agency")
AND
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
AFL-CIO HOWARD MENTAL HEALTH CHAPTER OF LOCAL #1674 ("Union")

Whereas the parties have been conferring in good faith to arrive at mutually satisfactory staffing and work assignments in the context of the COVID-19 pandemic's negative impacts on Agency operations and Union members' circumstances; and

Whereas the parties wish to memorialize their mutual appreciation of their joint efforts thus far and their continuing desire to work together in these regards; and

Whereas the totality of the circumstances as of the execution date hereof is such that the parties will both be benefited by a memorialization of their mutually acceptable temporary path forward as the COVID-19 pandemic continues, and now agree that an employee furlough plan as opposed to employee layoffs is in the parties' best interests;

Now, Therefore, it is Agreed by the Agency and the Union as follows:

1. Those bargaining unit employees who, as of the execution date of this Memorandum, have not either been requested to continue their regular work duties, or agreed to temporarily work in positions as assigned by the Agency outside of their regular work duties, shall be notified as promptly as possible that they shall be "Furloughed" as described herein commencing May 10, 2020 and continuing until not later than June 28, 2020, unless, upon prior conversation with the Union, this agreement is sooner terminated or extended by the agency. Based on its determination as to existing position requirements, bargaining unit employees will be subject to either full or partial Furlough.

2. Those on full Furlough will have no job responsibilities during their Furlough period and may not use agency technology or personal technology subsidized by the agency to do Agency work. Those employees designated for partial Furlough will be assigned on a job by job need basis for a proportional amount of their work for which they shall be compensated on the basis of their normal hourly rate or proportionate weekly salary. It is the parties' mutual intent that current Hazard Pay Stipends continue. However, the Agency, after prior conversation with the Union, reserves the right to modify or eliminate or increase said Stipends as evolving circumstances require.

3. Also, while on such Furlough status, affected bargaining unit employees will continue to be eligible to participate in the Agency's group insurance plans, with the respective Agency and employee premium contribution obligations remaining unchanged. However, fully Furloughed staff will not be expected to pay their premium share amounts while on Furlough but will need to re-pay the employee premium share paid by the Agency on the employee's behalf upon return from Furlough. Payment options will include:

- Entire amount deducted from paycheck upon return
- The amount will be spread over 2 pay periods upon return
- The amount will be spread over 4 pay periods upon return
- The amount will be spread over 6 pay periods upon return

Partially furloughed staff will have their regular premium share deducted from their pay as usual.

4. Recognizing that the Agency, in prior conversation with the Union, provided supplemental CTO, as needed, during the earlier stages of the COVID-19 crisis, affected employees on full Furlough shall not accrue any additional Combined Time Off ("CTO")

credit. Those on partial Furlough status shall accrue proportionate CTO credit based on the base partial work period.

5. Affected non-probationary employees shall continue to accrue seniority while on Furlough status and time on furlough shall count towards retirement vesting period and other benefits. The Agency will be allowed to extend probationary periods so as that actual time worked (not time on furlough) exclusively counts towards the probationary period otherwise defined in the Collective bargaining Agreement.
6. Affected employees may be asked by the Agency to return to their positions on a job by job needs analysis as determined by the Agency prior to the conclusion of the Furlough period or any extension. Within a particular job description, qualifications based on the Agency's assessment of need shall be the primary criteria for determining which furloughed employee shall be asked to return to either partial Furlough or to their normal work schedule. In the event that two or more Furloughed employees have equal qualifications, at the sole discretion of the Agency, for resuming work in the affected position, the employee with the greatest seniority shall have first opportunity. In all cases the Agency shall keep the Union informed as to Bargaining Unit employees who remains on furlough and who has been called back to work. The Agency shall also give considerable weight to the continuity of clinical relationship with the client(s) before COVID when determining who shall be returned to work.
7. The Agency will track Union dues that would typically be deducted and upon return from furlough, allow Union members to make up back-dues (if any), pursuant to one of the following options:
 - o Entire amount deducted from paycheck upon return
 - o The amount will be spread over 2 pay periods upon return

- The amount will be spread over 4 pay periods upon return
 - The amount will be spread over 6 pay periods upon return
8. The parties agree to continue to confer regularly in advance of June 28, 2020 as necessary as to whether the Furlough period can be shortened or instead needs to be extended beyond June 28, 2020 based upon the continuing impacts of the COVID-19 pandemic.
 9. Nothing herein shall be interpreted as modifying the parties' respective rights and obligations under their existing CBA in any respect except as temporarily modified by this Agreement, including that the Agency believes that any decisions with regard to furlough are solely within its prerogative as a management right since it is not covered under the bargaining Agreement but enters into the MOU in the interests of comity.
 10. Nothing herein shall be interpreted as impairing either the Agency's, the Union's or any bargaining unit employee's rights to any supplemental benefits available from governmental sources pursuant to State and/or Federal law. It is the parties' mutual intent to work together in order to together advocate to maintain adequate State funding to sustain current programs and staffing levels to the extent feasible.
 11. The parties hereto agree that Furloughed employees shall retain their status as Agency employees with the exception of not receiving wages and the accrual of CTO during the furlough. Fully furloughed staff will not have access to the agency's email system or electronic health record.
 12. It is the parties' mutual intention that the employees affected by this Agreement will eventually be returned to their respective pre-Furlough positions, or positions substantively comparable thereto, at the end of the Furlough period unless the continuing and/or residual effects of the COVID-19 pandemic on the Agency's operations render

this impossible in the Agency's judgment, in which case the layoff provisions of the CBA shall be fully followed.

13. It is also acknowledged that during this period of operational impact created by COVID-19 the Agency has made and may need to continue to make additional compensation available to working staff in the form of premiums or enhancements for certain work circumstances. As we have done, the Agency will provide advance notice of any proposed changes, increases, reductions, or elimination of any enhancements and appreciates the Unions flexibility in these matters. However, no changes shall be implemented by the Agency without prior conversation with the Union.
14. This Agreement, nor any component within it, shall not be construed in the future as any evidence of precedent and/or past practice or permanent alteration of the existing Bargaining Unit Contract.
15. The Agency shall provide the Union with a complete and accurate list of bargaining unit furloughed employees. The Agency shall provide the Union with an updated list of furloughed bargaining unit employees no less than every 30 days from the commencement of this Agreement.

SIGNATURE PAGE FOLLOWS

Agreed to, this 20 day of May, 2020.

Howard Center

By: _____

Duly Authorized

Howard Mental Health Chapter
AFSCME Local #1674

By: _____

Duly Authorized